

## AFFILIATION AGREEMENT

THIS AGREEMENT, made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI on behalf of University of Missouri Healthcare (hereinafter referred to as "UNIVERSITY") and Columbia Public Schools (hereinafter referred to as "Training Site").

WITNESSETH:

WHEREAS, the University has programs for the education and training of medical students, residents and fellows (TRAINEES) and is desirous of obtaining additional educational experience for Trainees in diagnostic and therapeutic programs; and

WHEREAS, hospital, clinic, office, or other medical based training site (i.e. nursing homes) "Training Site" operates an acute care hospital or clinic and is willing to accept these Trainees on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, the parties do hereby agree as follows:

1. TRAINEE ASSIGNMENT. Training Site agrees to provide Trainees the opportunity to obtain educational experience in diagnostic and therapeutic programs and University agrees to assign these Trainees to Training Site to obtain learning and clinical experiences on the terms and conditions hereinafter described, and provide Training Site with scheduling specifics for time and place as agreed upon by Training Site.
2. DUTIES OF UNIVERSITY
  - 2.1 Trainee Assignment. Prior to assigning Trainees to Training Site, University shall:
    - a. Orient Trainees to those policies and procedures provided by Training Site to University, and to such other policies, procedures, rules and regulations University deems appropriate.
    - b. Provide Training Site with such current information concerning Trainees' as shall be mutually agreed upon by both parties.
    - c. Obtain Training Site's approval of Trainees' periods of affiliation.
  - 2.2 University Coordinator. Associate Dean for Medical Education will oversee this affiliation agreement for the University and may delegate specifics to department programs.

University will oversee:

    - a. Selection, in cooperation with designated Training Site personnel, the appropriate clinical experiences for the Trainees.

- b. Identification by written agreement, with Training Site approval, Training Site's educational and administrative duties, departmental guidelines and educational objectives, and staff who will teach supervise and evaluate Trainees while on Training Site rotation.
- c. Communication with Training Site personnel prior to and following Trainee affiliations and at such time as either party shall deem appropriate, to evaluate Trainee performance and clinical experiences.

2.3 Termination of Affiliation. Upon request of Training Site, University shall immediately terminate a Trainee affiliation at Training Site, if, in the sole discretion of Training Site, such Trainee's affiliation is detrimental to patient care; provided, however, that Training Site shall provide University with written notice thereof within a reasonable time following the request for removal.

2.4 University provides liability and/or malpractice insurance or self-funded coverage that covers Trainees for their educational experience at Training Site.

2.5 University will cover any University salary and any University fringe benefits paid to Trainee during rotation at Training Site unless other arrangements have been agreed upon by Training Site and University.

2.6 Training site may be asked to cover Trainees non-salary expenses of rotation by separate agreement. Such agreements, if any, are attached.

3. TRAINING SITE DUTIES. During the affiliation, Training Site shall:

3.1 Maintain primary responsibility at all times for patient care and total health services.

3.2 Cooperate with University in the selection of the appropriate clinical experiences for Trainees.

3.3 Provide physical space for the personal apparel and effects of the Trainees assigned to Training Site.

3.4 Inform University, through the Coordinator described in Section 2.2 of any new procedures and/or policies, or any changes in procedures and/or policies which may affect the affiliation described herein.

3.5 Training Site provides professional liability and/or malpractice insurance that covers Training Site and its employees and agents from claims, causes of action or damages arising out of or related to patient care services rendered at Training Site in minimum amounts of \$1 million per occurrence and \$1 million annual aggregate.

4. TERM AND TERMINATION. This agreement shall be effective beginning July 1, 2019 and end on June 30, 2020. This agreement may be renewed for two additional one-year terms upon mutual written approval by both parties. . Notwithstanding the preceding, either party may terminate this agreement at any time, without liability or cause, by giving the other party ninety (90) days prior written notice of its intent to terminate. In the event of termination, Trainees then assigned to Training Site shall be given an opportunity to complete their affiliations if reasonably practical.

5. NOTICES. All notices given pursuant to this agreement shall be in writing sent by certified mail, postage prepaid to:

University of Missouri Healthcare  
Managed Care & System Contracting  
One Hospital Dr., DC406.00  
Columbia, MO 65212

6. MISCELLANEOUS.

6.1 No individual will be discriminated against on the basis of race, sex, creed, or national origin, in any respect, except that the provisions of this paragraph shall not be deemed to create any rights of third parties not signatory to this agreement.

6.2 Trainees and faculty members shall remain Trainees and faculty members at all times during this affiliation and shall in no way be considered servants, agents or employees of Training Site.

6.3 This agreement shall not prevent Training Site from accepting Trainees and faculty members for affiliation from other education institutions.

6.4 This agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

6.5 Neither this agreement nor any rights hereunder may be assigned without the prior written consent of the non-assigning party.

6.6 The individuals executing this agreement on behalf of the parties represent and warrant that they have been authorized to do so.

6.7 This agreement sets forth the entire understanding of the parties relating to the subject matter of this agreement. Any prior agreements, promises, negotiations, or representations between the parties, either oral or written, relating to the subject matter of this agreement and not expressly set forth herein are of no force or effect. Any

modification or amendments thereto must be agreed upon by both parties in writing and shall become effective on the date stated therein.

ENDORSED BY:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

COLUMBIA PUBLIC SCHOOLS

Mailing Address:

1818 W. Worley Street

Columbia, MO 65203

Signature: Heather McArthur

Heather McArthur

Title: Chief Financial Officer

Date: July 8, 2019

THE CURATORS OF THE UNIVERSITY OF MISSOURI  
ON BEHALF OF UNIVERSITY OF MISSOURI HEALTHCARE

Signature: J. Vance Coops

Title: Executive Director, Payer Strategy & Health System Contracting

Date: 8-1-19

Attachment A: Specifics of Rotation & Rotation Schedule

APPROVED  
AS TO  
LEGAL FORM  
RSB